

**OSZARK SMELTING & MINING CO.**

MANUFACTURERS

(LEADED ZINC PIGMENT)

ERMOLITH LITHOPONE

LEAD OXIDES—CHEMICALS AND COLORS

SALES OFFICES—CLEVELAND, OHIO

SMELTERS—COFFEYVILLE, KANSAS

MINES—MAGDALENA, NEW MEXICO

Site:	<i>Ozarko-Dunning</i>
ID #	<i>11AD 0980686 (2)</i>
Reel:	<i>11-6</i>
Other:	<i>5/11/70</i>

6,

101 Prospect Ave., N. W.

CLEVELAND, OHIO

May 11, 1970

Mr. V. A. Hollis,  
Assistant Vice President -  
Financial Operations  
The Sherwin-Williams Company  
101 Prospect Avenue, N.W.  
Cleveland, Ohio 44101

40115188



Dear Mr. Hollis:

It is the purpose of this Letter of Agreement to confirm our understanding that the Operating Agreement between The Sherwin-Williams Company and The Ozark Smelting & Mining Company, dated the 20th day of July, 1916, is hereby forever canceled and that said date of cancellation shall be as of September 1, 1969.

If you agree with the terms of the above, I would appreciate your signing and dating the enclosed copy of this letter and returning it to me at your earliest convenience.

Very truly yours,

THE OZARK SMELTING & MINING COMPANY

*A. D. Childs*  
A. D. Childs, Secretary

AGREED TO BY:

THE SHERWIN-WILLIAMS COMPANY

By *V. A. Hollis*  
Assistant Vice President -  
Financial Operations

Date *5/11/70*

OPERATING AGREEMENT.

This agreement made at Cleveland, Ohio, this 20th day of July, 1916, by and between The Sherwin-Williams Company, a corporation duly organized under the laws of Ohio, hereinafter called the First Party, and The Ozark Smelting & Mining Company, also a corporation organized under the laws of Ohio, hereinafter called the Second Party:

W i t n e s s e t h :

That the first party hereby engages the second party to operate and manage its mines and mills at Magdalena, New Mexico, and its smelters at Coffeyville, Kansas.

That the second party in connection with its operation of said property is hereby authorized subject to approval of the first party to make whatever expenditures are in the judgment of the second party necessary in the conduct of the business, for labor, services, materials, supplies, and expenses of every kind, it being understood that the first party will provide the necessary funds for such disbursements.

That in consideration of said operation and management by the second party, the first party will pay as soon after the close of the year's business as the figures are available, one (1) per cent of the net profits earned during the year of this contract.

It is mutually agreed that this contract is to continue until sixty days' prior notice of cancellation by either party.

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.

Attest:

(Signed) A. W. Frank  
Secretary

THE SHERWIN-WILLIAMS COMPANY

(Signed) S. P. Fenn  
Vice-President.

Attest:

(Signed) A. W. Frank

THE OZARK SMELTING & MINING CO.

(Signed) Geo. A. Martin  
Vice-President.

CITY OF CLEVELAND )  
CUYAHOGA COUNTY ) SS.  
STATE OF OHIO )

I, Luther H. Schroeder, a Notary Public in and for said County, do hereby certify that on this 23rd day of August, 1916, I administered to Mr. S. P. Fenn the oath of office required by Law, as Director of The Ozark Smelting & Mining Company.

WITNESS my hand and official seal this 23rd day of August, 1916.

  
Notary Public.

AGREEMENT OF SALE

This Agreement, made this 20th day of July, 1916, by and between The Sherwin-Williams Company, a Corporation duly authorized under the Laws of the State of Ohio, hereinafter called the First Party, and The Ozark Smelting & Mining Company, also a Corporation organized under the Laws of the State of Ohio, hereinafter designated the Second Party.

WHEREAS, the first party is desirous of acquiring the undertaking and the property of the second party.

NOW, THEREFORE, In consideration of the terms and conditions hereinafter set forth, it is agreed -

First: The second party shall sell and the first party shall purchase the undertaking of the second party, which expression shall be deemed to include all the buildings, lands, hereditaments, goods, chattels, moneys, credits, debits, bills, notes, goodwill, things in action, contracts, agreements, securities, and all other assets whatsoever and wheresoever of the second party.

Second: As a part of the consideration for the said sale, the first party shall undertake, pay, satisfy, discharge, perform and fulfill all the debts, liabilities, contracts, engagements and obligations of the second party whatsoever and shall indemnify the second party against all actions, proceedings, claims and demands in respect thereof.

Third: As a further consideration for the said sale, the first party shall pay to the second party the sum of Four Hundred Eighty-seven Thousand Eight Hundred Forty-Six Dollars and Twenty-Four cents (\$487,846.24) in cash.

Fourth: The said sale and purchase hereby agreed to be made shall be completed as of the first day of January, 1916, last, and the aforesaid cash consideration shall be paid and satisfied immediately on the signing of these presents, and the second party shall execute and do all assurances and things as shall reasonably be required by the first party for vesting in it the said premises.

IN WITNESS WHEREOF, The parties hereto have caused this Agreement to be executed in duplicate and their respective corporate names to be hereunto subscribed by their proper officers thereupon duly authorized and their respective corporate seals to be hereto affixed and attested by their Secretaries respectively the day and date above written.

Attest:

Alfred J. Williams  
Secretary

THE SHERWIN WILLIAMS CO.  
By [Signature]  
Its Vice-President

Attest:

Alfred J. Williams  
Secretary

THE OZARK SMELTING & MINING COMPANY.  
By [Signature]  
Its Vice-President.

CERTIFICATE OF REDUCTION OF CAPITAL STOCK  
OF  
THE OZARK SMELTING & MINING COMPANY.

TO: THE SECRETARY OF STATE, COLUMBUS, OHIO:

The Ozark Smelting & Mining Company hereby certifies that at a meeting of the Directors of said Company held on the 20th day of July, 1916, the written consent of the persons in whose names the capital stock of said Company stood on the books of said Company, having been first obtained, the capital stock of said Company was reduced from Two Hundred Thousand Dollars (\$200,000.00) to Five Thousand Dollars, (\$5,000.00), divided into Fifty (50) Shares of One Hundred Dollars (\$100.00) each, and new Certificates in accordance therewith directed to be issued on surrender of the original Certificates.

IN WITNESS WHEREOF, The Ozark Smelting & Mining Company has caused its name to be hereto subscribed by its Vice President and Secretary and its corporate seal hereunto affixed, this 20th day of July, 1916.

THE OZARK SMELTING & MINING COMPANY,

By Geo. A. Martin, Vice President.

(CORPORATE SEAL)

By A. W. Frank, Secretary.

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NOW, THEREFORE, In consideration of the terms and conditions hereinafter set forth, it is agreed -

First: The second party shall sell and the first party shall purchase the undertaking of the second party, which expression shall be deemed to include all the buildings, lands, hereditaments, goods, chattels, moneys, credits, debits, bills, notes, goodwill, things in action, contracts, agreements, securities, and all other assets whatsoever and wheresoever of the second party.

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Attest:

W. L. Brown  
Secretary

THE SHERWIN WILLIAMS CO.  
By W. L. Brown  
Its Vice-President

Attest:

W. L. Brown  
Secretary

THE OZARK SMELTING & MINING COMPANY  
By W. L. Brown  
Its Vice-President.

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That the second party in connection with its operation of said property is hereby authorized subject to approval of the first party to make whatever expenditures are in the judgment of the second party necessary in the conduct of the business, for labor, services, materials, supplies, and expenses of every kind, it being understood that the first party will provide the necessary funds for such disbursements.

That in consideration of said operation and management by the second party, the first party will pay as soon after the close of the year's business as the figures are available, one (1) per cent of the net profits earned during the year of this contract.

It is mutually agreed that this contract is to continue until sixty days' prior notice of cancellation by either party.

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Attest:

(Signed) A. W. Frank  
Secretary

THE SHERWIN-WILLIAMS COMPANY

(Signed) S. P. Fenn  
Vice-President.

Attest:

(Signed) A. W. Frank


THE OZARK SMELTING & MINING CO.

(Signed) Geo. A. Martin  
Vice-President.

CITY OF CLEVELAND )  
CUYAHOGA COUNTY ) SS.  
STATE OF OHIO )

I, Luther H. Schroeder, a Notary Public in and for said County, do hereby certify that on this 23rd day of August, 1916, I administered to Mr. S. P. Fenn the oath of office required by Law, as Director of The Ozark Smelting & Mining Company.

WITNESS my hand and official seal this 23rd day of August, 1916.

  
Notary Public.